

RECORDATION NO. 16621-M  
FILED

SEP 25 '09 -1 00 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301

WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL: alvordlaw@aol.com

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

September 25, 2009

Anne K. Quinlan, Esquire  
Acting Secretary  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale, dated as of August 18, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents2 previously filed with the Commission and the Board under Recordation Number 16621.

The name and address of the party to the enclosed document are:

**Seller:** Wells Fargo Bank Northwest, N.A. (successor  
to First Security Bank of Utah, NA)  
299 South Main Street, 12th Floor  
Salt Lake City, UT 84111

**[Buyer:** BNSF Railway Company  
2500 Lou Menk Drive  
Fort Worth, TX 76131]

Anne K. Quinlan, Esquire  
September 25, 2009  
Page 6

A description of the railroad equipment covered by the enclosed document is:

73 BNSF Auto-racks 20210 through 20282 (including 5 casualties).

A short summary of the document to appear in the index is:

Bill of Sale.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to be 'R. Alvord', written in a cursive style.

✓ Robert W. Alvord

RWA/sem  
Enclosures

RECORDATION NO. 16621-M FILED

SEP 25 '09 -1 00 PM

BILL OF SALE

**SURFACE TRANSPORTATION BOARD**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT the undersigned, Wells Fargo Bank (successor in interest through mesne assignments to First Security Bank of Utah, National Association), not personally, but in its capacity as owner trustee and/or lessor ("Seller"), for an in consideration of the sum of Ten and 00/100 Dollars (\$10 00) , and other good and valuable consideration received from BNSF Railway Company, a Delaware corporation ("Buyer"), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, set over, sold, conveyed, assigned, transferred and delivered and does by these presents grant, sell, bargain, set over, convey, assign, transfer and deliver unto Buyer all of Seller's right, title and interest in and to the sixty-eight (68) B1-Level Auto Racks as more particularly described on "Exhibit A" attached hereto and made a part hereof (the "Equipment").

To have and to hold, all and singular, the Equipment to Buyer, its successors and assigns for its and their own use and behalf forever.

THAT Buyer and Seller hereby agree that the sale of the Equipment made hereby is on an "AS IS" "WHERE IS" BASIS AND, EXCEPT AS EXPRESSLY SET FORTH IN THE IMMEDIATELY FOLLOWING SENTENCE, SELLER SHALL NOT BE DEEMED TO HAVE MADE, AND SELLER HEREBY DISCLAIMS, ANY OTHER REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, PERFORMANCE, SPECIFICATIONS OR CONDITION OF THE ITEM OR ITEMS OF EQUIPMENT THE EXISTENCE OF ANY LIEN OR ENCUMBRANCE UPON THE ITEM OR ITEMS OF EQUIPMENT, THE MERCHANTABILITY THEREOF OR THE FITNESS FOR USE OR FOR ANY PARTICULAR PURPOSE THEREFOR, SELLER'S TITLE THERETO, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT, ITS VALUE OR CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER OR ORDERS RELATING THERETO, IT BEING AGREED THAT AS BETWEEN SELLER AND BUYER ALL SUCH RISKS ARE TO BE BORNE BY BUYER. Seller represents and warrants to Buyer that it is conveying to Buyer whatever right, title and interest in and to the Equipment it received from Buyer, and that there are no liens, claims, charges, security interests or other encumbrances arising by, through or under Seller with respect to the Equipment.

THAT between Seller, as lessor, and Buyer, if any sales, use, personal property, leasing, leasing use, stamp or other taxes, levies, imposts, duties, charges, fees or withholdings of any nature is required to be paid in connection with or relating to, this sale of the Equipment (other than any federal or state tax based solely upon income or gross receipts of Seller and/or Comerica Leasing Corporation (successor in interest ManuBank Leasing Corporation)), Buyer shall be responsible for any such payment and Buyer shall indemnify and hold Seller and/or

Comerica Leasing Corporation harmless with respect thereto (including all costs and expenses that Seller and/or Comerica Leasing Corporation may incur with respect to any such tax).

THAT this Bill of Sale shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be duly executed by its duly authorized representative on this 16th day of August, 2009.

SELLER:

WELLS FARGO BANK (successor in interest through mesne assignments to First Security Bank of Utah, National Association) not personally, but in its capacity as owner trustee and/or lessor

By: Michael Arsenault

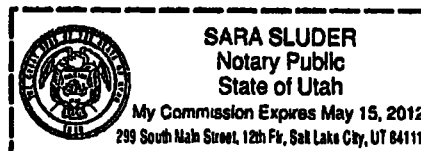
Its: Asst. Vice President

STATE OF Utah )  
COUNTY OF Salt Lake )  
SS.)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Michael Arsenault as Asst. Vice President of Wells Fargo Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 16th day of August, 2009.

Sara Sluder  
Notary Public  
My commission expires



**EXHIBIT A TO BILL OF SALE**

	<b><u>NEW RACK Marking "BNSF"</u></b>	<b><u>OLD RACK MARKING "BN"</u></b>
1		20210
2		20211
3		20212
4		20213
5	Destroy	20214
6		20215
7		20216
8		20217
9		20218
10		20219
11		20220
12		20221
13		20222
14		20223
15	23187	20224
16		20225
17	23225	20226
18		20227
19		20228
20		20229
21	23127	20230
22		20231
23		20232
24		20233
25		20234
26	Destroy	20235
27		20236
28		20237
29		20238
30	23106	20239
31		20240
32	23193	20241
33	23108	20242
34		20243
35	23156	20244
36		20245
37		20246
38		20247
39		20248
40		20249

41	23153	20250
42		20251
43		20252
44		20253
45		20254
46		20255
47		20256
48	23192	20257
49		20258
50		20259
51		20260
52		20261
53		20262
54	Destroy	20263
55		20264
56	23216	20265
57		20266
58		20267
59	23115	20268
60		20269
61		20270
62	23307	20271
63		20272
64	Destroy	20273
65		20274
66		20275
67	23252	20276
68		20277
69		20278
70		20279
71	Destroy	20280
72		20281
73		20282

---

68 Total Bi-Level Auto Racks remaining

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated: \_\_\_\_\_

9/25/09



\_\_\_\_\_  
Robert W. Alvord